

# WEBER COUNTY SUMMARY CONTRACT SHEET

CONTRACT NO. \_\_\_\_\_

The Originating Department and Preliminary Approval Sections must be completed BEFORE submitting contract for the agenda.

ORIGINATING DEPARTMENT			
<b>TYPE OF CONTRACT:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Change Order to Contract #			
<b>CONTRACTOR/VENDOR:</b> <u>Marriott-Slaterville City</u>			
Address: <u>1570 West 400 North</u>			
Phone: <u>801.627.1919</u>		Contact Person: <u>Bill Morris</u>	
W-9 Attached <input type="checkbox"/> N/A <input type="checkbox"/>		Email: <u>bill@mscityut.org</u>	
<b>CONTRACT TITLE:</b> <u>Local Transportation Agreement - Pioneer Road (Phase 2)</u>			
<b>PURPOSE:</b> Establish terms related to the Marriott-Slaterville City Pioneer Road (Phase 2) project - Local Transportation Agreement.			
<b># OF ORIGINALS ENCLOSED:</b> at least 2 or 1/entity: <u>4</u>		<b>ALL ATTACHMENTS INCLUDED:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>EFFECTIVE DATE:</b> <u>Upon Signature</u>		<b>TERMINATION DATE:</b> <u>N/A</u>	
<b>ORG:</b> <u>21310000</u>	<b>OBJECT:</b> <u>630000</u>	<b>PROJECT:</b> <u>To be assigned</u>	
<b>AMOUNT BY YEAR:</b> \$ <u>N/A</u>		<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Expenditures	<input type="checkbox"/> One-Time <input checked="" type="checkbox"/> Ongoing
<b>COMMISSION PRESENTER + PHONE #:</b> <u>Brooke Stewart (801)399-8413</u>			
<b>SPECIAL INSTRUCTIONS/COMMENTS:</b> <u>\$971,712 Corridor Preservation Funds - programmed 2017</u>			
PRELIMINARY APPROVALS			
DEPARTMENT HEAD	APPROVED BY: <u>SW</u>	DATE APPROVED: <u>1/29/18</u>	RECOMMENDED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
COUNTY ATTORNEY	APPROVED BY: <u>Courtney P. Erickson</u>	DATE APPROVED: <u>1-29-18</u>	REVISIONS NECESSARY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PURCHASING:	APPROVED BY: <u>Barbara Soliman</u>	DATE APPROVED: <u>1-31-18</u>	COMPLIES W/ PURCHASING POLICIES <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <u>N/A</u>
COMPTROLLER:	APPROVED BY: <u>[Signature]</u>	DATE APPROVED: <u>1/31/18</u>	BUDGET AVAILABLE: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>COMMENTS:</b>  			
COUNTY COMMISSION APPROVAL			
<b>COMMISSION APPROVAL:</b>			<b>DATE APPROVED:</b>
<b>VOTING RECORD:</b> Ebert                      Gibson                      Harvey			
<b>COMMENTS:</b>  			
<b>RETURN AN ORIGINAL CONTRACT TO THE CLERK/AUDITOR'S OFFICE AFTER ALL SIGNATURES HAVE BEEN OBTAINED</b>			

## LOCAL TRANSPORTATION FUNDING AGREEMENT

This Agreement is made effective this \_\_\_\_ day of \_\_\_\_\_ 20<sup>18</sup>~~17~~, by and between Weber County and Marriott-Slaterville City (collectively the "Parties" or individually the "Party"), and witnesses that:

**WHEREAS**, Utah Code Annotated §59-12-2217, the County Option Sales and Use Tax for Transportation and Utah Code Annotated §72-2-117.5, the Local Transportation Corridor Preservation Fund provide the opportunity for a Council of Governments and the local legislative body to prioritize and approve funding for transportation projects that are included in the areas Regional Transportation Plan; and

**WHEREAS**, the Weber Area Council of Governments (WACOG) is the council of governments with the authority to work with Weber County, the local legislative body, to prioritize and approve funding for such transportation projects; and

**WHEREAS**, the Marriott-Slaterville City Pioneer Road (phase 2) project is among the qualified projects prioritized for funding by WACOG and the Weber County Commission; and

**WHEREAS**, Marriott-Slaterville City intends to widen the roadway from 2800 West to 3650 West; and

**WHEREAS**, Marriott-Slaterville City submitted a timely and complete application/request to the Weber Area Council of Governments (WACOG), and accordingly such request was approved by the WACOG on November 7, 2016 and subsequently approved by the Weber County Commission on December 13, 2016; and

**WHEREAS**, Weber County has committed to assist with Right of Way and related costs up to \$971,712 programmed for calendar year 2017; and

**WHEREAS**, Weber County and Marriott-Slaterville City propose to enter into this Funding Agreement to establish the terms and conditions Weber County and Marriott-Slaterville City will be bound to in regard to this agreement;

**NOW THEREFORE**, it is agreed by and between the parties hereto as follows:

## SECTION ONE INTRODUCTION AND BACKGROUND

### A. Introduction and Project Cost.

Pioneer Road is currently a narrow two lane road serving as a main artery through Marriott-Slaterville City. There are two locations in Marriott-Slaterville that need to be realigned in order to improve the safety and capacity of the road due to alignment geometry with small radii. The entire roadway also needs to be widened from two lanes to three including a center turn lane to improve the ability of the road to function as a collector.

The second of the realignment locations is located between 2800 West and 3650 West. This area will be Phase 2 of the Pioneer Road Widening and Improvement Project. Phase 1 is located near the Warren Canal, is currently being designed for construction. Phase 2 will continue to improve the road through realignment of the geometry, which will enlarge the turning radii and increase the design speed.

The location of the proposed work is on Pioneer Road in Marriott-Slaterville between approx. 3200 West and 3600 West. The project will need to acquire right-of-way property for a new corridor to eliminate tight, potentially hazardous curves that do not conform to AASHTO standards. Upon the acquisition of the ROW, the road will be constructed in compliance with current AASHTO geometric design standards with a new minimum turn radius of 800-feet and a minimum design speed of 45 mph. The proposed right-of-way width is 80'. This will allow for a travel lane in each direction, a center turn lane, on-street parking, curb and gutter, and sidewalk on both sides of the road with an 8' trail/sidewalk on one side.

The existing Pioneer Road alignment will remain and tie into the new Pioneer Road alignment. The majority of the existing alignment is not currently dedicated as road right-of-way and the City intends to acquire the right-of-way through the existing corridor. As future development happens in this area, improving the 60' right-of-way (including curb and gutter and sidewalk on both sides) will be pursued.

A timeline for the project will be driven by funding for the work. Once right of way funds are available, the acquisition of the right of way could take up to 1 year to purchase the property. Upon the acquisition of the right of way, the engineering and design can be completed in 6 months. Following engineering and design, it is estimated that construction would take 4 months to complete.

**B. County Obligations.**

1. County agrees to contribute up to Nine Hundred Seventy One Thousand, Seven Hundred Twelve Dollars (\$971,712), programmed for calendar year 2017 for the purchase of Right-of-Way, and Right-of-Way related expenditures from the Local Transportation Corridor Preservation Fund.
2. County's payment obligations will arise only after the submission, by Marriott-Slaterville City, of appropriate evidence of expenditures that qualify for reimbursement under this agreement. If Marriott-Slaterville City does not expend and seek reimbursement for the full amount approved, then the appropriate Weber County Local Transportation Fund will retain the remaining funds.

**C. City Obligations.**

Marriott-Slaterville City shall ensure that all applicable Local, State and Federal guidelines are followed with respect to property acquisition, description and recording.

**D. Joint Obligations.**

The County and Marriott-Slaterville City agree to jointly develop accounting and reporting procedures for the use and distribution of transportation funds.

**E. Miscellaneous.**

1. Indemnification. Because the County is only providing funding for this project, Marriott-Slaterville City agrees to hold harmless, defend and indemnify Weber County, its officers, employees and agents from and against all claims, suits and costs, including attorney's fees for injury or damage of any kind, arising out of Marriott-Slaterville City's acts, errors or omissions in the performance of this project.
2. Modification. This Agreement may be modified only upon the written agreement of both parties.
3. Applicable Law. This Agreement shall be administered and interpreted in accordance with the laws of the State of Utah.

4. Default. If Marriott-Slaterville City fails to obtain or provide its share of the funding, or if the project changes in any material way from what WACOG approved, then the County may declare a default, terminate this Agreement, and cease further payments. Additionally, Marriott-Slaterville City agrees to return all funds that have already been paid under this Agreement.
5. Term and Termination. With the exception of the indemnification provision which shall continue until any applicable statute of limitations has run, this Agreement shall terminate upon completion or cancellation of the project referenced herein, or upon a declaration of default as provided in paragraph E.4.

IN WITNESS THEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers as of the day, month, and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
~~Charles J. Ebert, Chair~~  
JAMES H. "JIM" HARVEY

Commissioner Harvey voted \_\_\_\_\_  
Commissioner Gibson voted \_\_\_\_\_  
Commissioner Ebert voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

MARRIOTT-SLATERVILLE CITY

By Scott Halpern  
Title: MAYOR